

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF FRISCO, TEXAS  
AND THE TOWN OF PROSPER, TEXAS  
(Geographic Information Systems Services)**

THIS AGREEMENT (the "Agreement"), made and entered into this \_\_\_\_ day of October, 2008, by and between the **CITY OF FRISCO, TEXAS** ("Frisco"), a municipal corporation, and the **TOWN OF PROSPER** ("Prosper"), a municipal corporation.

WHEREAS, Frisco has investigated and determined that it would be advantageous and beneficial to Frisco and its citizens to provide Geographic Information System ("GIS") services to Prosper; and

WHEREAS, Prosper has investigated and determined that it would be beneficial to Prosper and its citizens to employ Frisco for the purpose of providing GIS services for Prosper; and

WHEREAS, Prosper has investigated and determined that GIS services will be used to develop and maintain a database and materials that will be beneficial in attracting future economic development to Prosper; and

WHEREAS, Prosper has investigated and determined that Frisco has adequate personnel and equipment to provide the necessary GIS services; and

WHEREAS, Prosper has investigated and determined that obtaining GIS services from Frisco, as set forth below, will be the most efficient use of funds for GIS services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Frisco and Prosper agree as follows:

1. **Obligations of Prosper.**

Prosper will provide to Frisco the materials included in the Statement of Work, attached hereto as Exhibit "A" and incorporated herein for all purposes, in accordance with the project schedule included in Exhibit "A".

2. **Obligations of Frisco.**

A. Frisco will provide the GIS services outlined in Exhibit "A" in accordance with the project schedule included in Exhibit "A".

- B. The electronic data created by Frisco as outlined in Exhibit "A" will be the property of Prosper and Frisco and shall be provided to Prosper periodically upon written request and/or upon termination of this agreement.
3. **Compensation.** Prosper shall pay to Frisco \$45,000.00 as compensation for the GIS services provided to Prosper in accordance with this Agreement. The compensation shall be divided into four (4) quarterly equal payments.
4. **Term/Termination.** The term of this Agreement shall commence on the date established above and shall continue in effect until September 30, 2009. It is the intent of both parties to extend this agreement through the 2009-2010 fiscal year. At the time of execution of this agreement, the statement of work for Fiscal Year 2009-2010 had not been determined, nor had the compensation for such work been calculated. Prior to the termination of this agreement, the parties shall complete the determination of the Fiscal Year 2009-2010 statement of work and the compensation calculations for such work and negotiate an extension to this agreement to September 30, 2010. Similar extensions shall be negotiated near the termination of each fiscal year until such time as either party desires to terminate the agreement.
5. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

City: City of Frisco  
Attn: City Manager  
6101 Frisco Square Blvd  
Frisco, Texas 75034

Town: Town of Prosper  
Attn: Town Manager  
P.O. Box 307  
Prosper, TX 75078

6. **Miscellaneous.**

- A. **Assignment.** This Agreement is not assignable without the prior written consent of the Parties.
- B. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

- C. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
- D. **Consideration.** This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- E. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- F. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- G. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- H. **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- I. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- J. **Pursuit of a Governmental Function.** Both Frisco and Prosper have determined by their execution of this Agreement that this Agreement and the obligations of the parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation, Chapter 791, Texas Government Code, and the participation by either party in the terms of this Agreement shall not make such party an agent or representative of the other party.
- K. **Sovereign Immunity.** The parties agree that neither Frisco nor Prosper has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

- L. **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No third party shall have any rights herein.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

**THE CITY OF FRISCO, TEXAS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE TOWN OF PROSPER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for the **TOWN OF PROSPER, TEXAS**, and he/she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
My Commission Expires:  
\_\_\_\_\_

STATE OF TEXAS           §  
  §  
COUNTY OF COLLIN       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the duly authorized representative for the **CITY OF FRISCO, TEXAS**, and he/she executed said instrument for the purposes and consideration therein expressed.

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\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
My Commission Expires:  
\_\_\_\_\_